

The complaint

Ms T complains that Barclays Bank UK PLC has refused to refund her for transactions she says she didn't make.

What happened

On 27 January 2020 a payment was made from Ms T's account to a company that I'll call A. Over the following 18 months, a further 53 payments were made to A as well as other payments to a mobile phone provider and online retailers. In July 2021 Ms T contacted Barclays to say that she didn't recognise these transactions – around 70 in total – and that she hadn't authorised them.

Barclays told Ms T that due to the volume of transactions she was disputing, she would need to raise several different fraud claims, and Ms T did so, this resulted in 11 separate fraud claims being raised. For some of these claims Barclays refunded the disputed funds while it looked into what had happened.

After completing its investigation into Ms T's claims, Barclays contacted her to say that it would not be refunding the disputed amounts to her. It said this was because A had provided evidence she held an account with it, and her correct personal information was used to complete the transactions. Ms T was unhappy with Barclays response, she was also unhappy with the way her claims had been handled. Specifically, she was unhappy with how she'd been spoken to on the phone, the information she'd been given about why some payments had been refunded while Barclays looked into things and others had not, and an incorrect phone number Barclays had given her in one of its letters. Barclays had already offered Ms T £50 for the poor service she'd received, but didn't think it had done anything else wrong, so as no agreement could be reached Ms T referred her complaint to us.

Since then, Barclays has made the decision to close Ms T's account.

One of our investigators looked at what had happened, they agreed that the service Ms T had been given was poor and so recommended that Barclays pay her a further £100. But overall, the investigator was not satisfied there was clear evidence that the transactions were fraudulent. Ms T disagreed, so her complaint has been referred to me for a decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, my review of the evidence has led me to the same overall conclusions as the investigator previously set out.

The relevant law here is the Payment Services Regulations 2017, and broadly speaking Ms T is responsible for any payments that she has authorised and she isn't responsible for unauthorised payments. So I've considered whether or not the evidence shows that Ms T authorised the payments. I recognise that Ms T has said categorically that she didn't

authorise these payments. But I've had to look at what the available evidence showed Barclays, to decide whether or not Barclays acted unfairly when it refused a refund.

The disputed payments were to six different companies.

All of the payments made to the mobile phone company seem to have been refunded, and it appears this is because Barclays received no evidence to support that these payments were made legitimately by Ms T.

There were also five individual payments to four different companies. Barclays has confirmed that it is holding Ms T liable for payments to three of these companies as the payments were made from IP addresses which match IP addresses Ms T has logged into her mobile banking from. To explain, an IP address is a string of numbers which is tied to the physical location of the computer network being used. I think it's unlikely that a fraudster would be using the same local computer network (this could be her home internet router or similar) as Ms T. I've seen the mobile banking logs from Barclays which show the IP addresses Ms T has previously made payments and transfers from, and this matches the IP addresses that Barclays has said the payments were made from. So I'm satisfied that the evidence available suggests these payments were more likely than not authorised by Ms T. The remaining amount – consisting of two payments of £12.66 to one company – hasn't been specifically mentioned by Barclays in its correspondence. But I can see that the refunds given to Ms T already are adequate to cover this amount, so I can only presume that this has also been refunded to Ms T as no evidence was received to show she had authorised this payment.

The majority of the disputed payments are to A. During its investigation Barclays contacted A to ask it for evidence that the payments were authorised. A responded with evidence to suggest that Ms T's address and card details had been used to make the payments. Barclays has also noted that the transactions were made using multiple cards and that no explanation has been given as to how a fraudster could have got hold of Ms T's card details on several different occasions. Barclays has also noted that the disputed payments cover a period of over a year, and that throughout this time Ms T was regularly viewing her account on her mobile banking app, so Barclays has questioned why it took so long for Ms T to notice these payments.

Ms T has said that she thinks her email and social media accounts have been compromised, she's given us evidence to show that people have tried to access her account from abroad to support this. But even so, I don't see how having access to Ms T's emails and social media would give a fraudster all the information they would need to use her card.

Ms T has also said that because the transactions were generally small, she simply didn't notice them until she went over her accounts in more detail in 2021. But even though the payments were generally below £15, I think the sheer volume of payments (up to ten in one month), and the fact that on occasion these payments used up the bulk of the funds in her account, would have meant they were nonetheless fairly noticeable.

As noted by our investigator, Barclays hasn't been able to provide us with all the technical evidence we would usually ask for when looking into this kind of complaint. But nonetheless, with what I have seen, I don't think it's unreasonable for Barclays to have concluded that Ms T authorised the transactions. It follows that Barclays is entitled to hold her liable for them.

I do though agree that the service Ms T has been given here could have been better, she says she was given unclear information about the refunds, and Barclays responses to her didn't fully address all the disputed payments, I also agree that Barclays could have been

more mindful of Ms T's personal circumstances when it decided to close her account. But our investigator recommended that Barclays pay Ms T an additional £100 on top of the £50 it has already paid her, and Barclays has agreed to make this payment. I'm satisfied that is a reasonable way to resolve this complaint.

I know this will be disappointing for Ms T, but for the reasons I've explained I won't be asking Barclays to do anything more.

My final decision

My decision is that I uphold this complaint in part. Barclays Bank UK Plc should pay Ms T £100 as detailed above, if it has not already done so.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms T to accept or reject my decision before 4 August 2022.

Sophie Mitchell
Ombudsman